

JUNE 13, 2002

PTAS

Chief Information Officer
Washington, DC 20231
www.uspto.govWILSON SONSHINI GOODRICH & ROSATI
KENTA SUZUE
650 PAGE MILL ROAD PH 1-2
PALO ALTO, CA 94304-1050

102061428A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 04/05/2002

REEL/FRAME: 012796/0115
NUMBER OF PAGES: 2

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

HE, LIMIN

DOC DATE: 03/26/2002

ASSIGNOR:

YAO, SO-ZEN

DOC DATE: 03/26/2002

ASSIGNOR:

DENG, WENYDONG

DOC DATE: 03/26/2002

ASSIGNOR:

CHEN, JING

DOC DATE: 03/26/2002

ASSIGNOR:

CHAO, LIANG-JIH

DOC DATE: 03/26/2002

ASSIGNEE:

PLATO DESIGN SYSTEMS, INC.
1735 TECHNOLOGY DRIVE, SUITE 820
SAN JOSE, CALIFORNIA 95110

012796/0115 PAGE 2

SERIAL NUMBER: 10071862
PATENT NUMBER:

FILING DATE: 02/07/2002
ISSUE DATE:

SHARON BROOKS, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

PTO/SB/15 (8-96)

Approved for use through 9/30/98. OMB 0651-0027

Patent and Trademark Office: U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number

ASSIGNMENT OF APPLICATION

Docket Number 24224-702

Whereas, the undersigned:

1. HE, Limin
Saratoga, CA 945072. YAO, So-Zen
Fremont, CA 945073. DENG, Wenyong
San Jose, CA 951324. CHEN, Jing
Fremont, CA 945365. CHAO, Liang-Jih
Fremont, CA 94539

hereinafter termed "Inventors", have invented certain new and useful improvements in

METHOD AND APPARATUS FOR SCALABLE INTERCONNECT SOLUTION

- ☒ for which an application for United States Patent was filed on February 7, 2002, Application No. 10/071,862
☐ for which an application for a United States Patent was executed on _____, and

WHEREAS, Plato Design Systems, Inc., having a place of business at 1735 Technology Drive, Suite 820, San Jose, CA 95110, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (u) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and examinations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below:

Date: 3/26/2002

Limin He

Date: 3/26/2002

So-Zen Yao

Date: 3/26/2002

Wenyong Deng

Date: 3/26/2002

Jing Chen

Date: 3/26/2002

Liang-Jih Chao

RightFax

1/18/05 7:00

PAGE 002/005



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231



5000176544

JANUARY 18, 2005

PTAS

WILLIAM E. ALFORD
12400 WILSHIRE BOULEVARD
SEVENTH FLOOR
LOS ANGELES, CA 90025

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-309-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 01/18/2005

REEL/FRAME: 015579/0749
NUMBER OF PAGES: 7

BRIEF: MERGER (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

PLATO DESIGN SYSTEMS, INC.

DOC DATE: 04/19/2002

ASSIGNEE:

CADENCE DESIGN SYSTEMS, INC.
2655 SEELY AVENUE
SAN JOSE, CALIFORNIA 95134

SERIAL NUMBER: 10071862

FILING DATE: 02/07/2002

PATENT NUMBER:

ISSUE DATE:

TITLE: METHOD AND APPARATUS FOR SCALABLE INTERCONNECT SOLUTION

JAN-26-2005 16:38 FROM:BSTZ

7145573347

TO:USPTO
fax server

P.11/16

RightFax

1/18/05 7:00 PAGE 003/005

015579/0749 PAGE 2

VIOLET MCCOY, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

Delaware

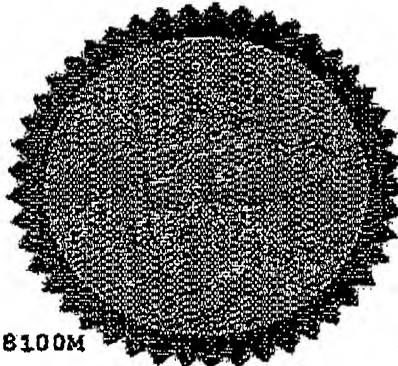
PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"PLATO DESIGN SYSTEMS INCORPORATED", A CALIFORNIA CORPORATION,

WITH AND INTO "CADENCE DESIGN SYSTEMS, INC." UNDER THE NAME OF "CADENCE DESIGN SYSTEMS, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-FIFTH DAY OF APRIL, A.D. 2002, AT 4 O'CLOCK P.M.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

2122896 8100M

AUTHENTICATION: 2729969

030708578

DATE: 11-04-03

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 04:00 PM 04/23/2002
020266163 - 2122896

**CERTIFICATE OF OWNERSHIP
MERGING
PLATO DESIGN SYSTEMS INCORPORATED
(a California corporation)
WITH AND INTO
CADENCE DESIGN SYSTEMS, INC.
(a Delaware corporation)**

**PURSUANT TO SECTION 253 OF THE
GENERAL CORPORATION LAW OF DELAWARE**

Cadence Design Systems, Inc., a corporation incorporated on April 8, 1987 pursuant to the provisions of the General Corporation Law of the State of Delaware (the "Corporation"), does hereby certify the following:

FIRST: That, as of the date hereof, this Corporation (the "Surviving Corporation") owns all (100%) of the outstanding capital stock of Plato Design Systems Incorporated ("Plato"), a corporation incorporated under the laws of the State of California.

SECOND: That this Corporation, by a resolution of its Board of Directors duly adopted on the 7th day of March, 2002, authorized and approved that certain Agreement and Plan of Merger, dated as of March 12, 2002, by and among the Corporation, Arkansas Acquisition, Inc. a wholly-owned subsidiary of the Corporation, Plato and Limin He, as Shareholder Agent (the "Merger Agreement").

THIRD: That Section 4.19 of the Merger Agreement contemplates and requires the merger of Plato into the Corporation, and that the officers of the Corporation are authorized by the Board of Directors to effectuate and consummate the transactions contemplated by the Merger Agreement, including without limitation, the merger of Plato into the Corporation.

FOURTH: That this Corporation, by a resolution of its Board of Directors duly adopted on the 7th day of March, 2002, determined to and, subject to the conditions set forth in such resolutions, does merge Plato into itself, to be effective upon the filing of this Certificate with the Delaware Secretary of State (the "Section 253 Merger"):

APPROVAL AND AUTHORIZATION OF MERGER AGREEMENT

WHEREAS, the Board deems it in the best interests of the Corporation to enter into (i) an Agreement and Plan of Merger by and among the Corporation, Arkansas Acquisition, Inc., a California corporation and wholly-owned subsidiary of the Corporation ("Acquisition Sub"), and Plato Design Systems, Inc., a California corporation ("Plato"), in substantially the form presented to the Board (the "Merger Agreement"), which provides for, among other things, (a) the merger ("Merger") of Acquisition Sub with and into Plato, whereby Plato would become a wholly-owned subsidiary of the Corporation; (b) the issuance by the Corporation of shares of the Corporation's common stock, \$.01 par value (the "Common Stock") with an aggregate value up to approximately Fifty Seven Million Dollars (\$57,000,000) for all shares of Plato capital stock, such value being based on the average closing price of the Common Stock as reported on the

New York Stock Exchange during the ten (10) trading days immediately ending and including the second trading day prior to consummation of the Merger (such ratio of Corporation shares issuable for Plato shares referred to as the "Exchange Ratio"), in exchange for all issued and outstanding shares of the common stock and preferred stock of Plato; (c) the assumption by the Corporation of the outstanding options to purchase shares of Plato common stock and preferred stock (the "Plato Options"), which shall be converted into options to acquire shares of Common Stock in an amount equal to the product of the number of shares of Plato common stock and preferred stock purchasable upon exercise of the Plato options prior to the Merger and the Exchange Ratio pursuant to the terms of the Merger Agreement; (d) the holding in escrow by the Corporation of certain shares of Common Stock issuable to the holders of Plato common stock and preferred stock in the Merger at the time of the closing of the Merger to satisfy indemnification obligations of Plato and its former shareholders; (e) the withholding by the Corporation of certain shares of Common Stock issuable to the holders of Plato common stock in the Merger to be subsequently released as certain milestones are satisfied as specified in the earnout provisions of the Merger Agreement; and (f) the payment of a termination fee of \$5,000,000 to Plato upon the termination of the Merger Agreement under certain circumstances; (ii) an Irrevocable Proxy, Voting and Option Agreement with certain shareholders of Plato, (iii) a Noncompetition Agreement with certain shareholders of Plato, (iv) a Confidentiality Agreement dated December 6, 2001 with Plato, and (v) Employment Agreements and related noncompetition and proprietary information agreements with certain employees of Plato (the Merger Agreement and the agreements contemplated in clauses (ii), (iii), (iv) and (v) are collectively called the "Agreements").

NOW, THEREFORE, BE IT RESOLVED, that the Merger and each of the Agreements is hereby approved and authorized;

RESOLVED FURTHER, that the President, the Executive Vice President - IC Solutions Business, the Chief Financial Officer and the Secretary (each, an "Authorized Officer") be, and each of them hereby is, individually authorized and empowered to execute and deliver each of the Agreements, together with such modifications, additions and deletions as are deemed, in their sole discretion, appropriate, advisable or necessary by the Authorized Officers, or any of them, which modifications, additions and deletions are hereby approved and authorized;

RESOLVED FURTHER, that any officer of the Corporation, and each of them severally, is hereby authorized to take from time to time any and all such action and to execute and deliver from time to time any and all further papers, instruments, requests, receipts, applications, reports, certificates and other documents as may be deemed necessary or advisable in the opinion of any such officer to effectuate and consummate the Merger and the transactions contemplated by the Merger Agreement and the other Agreements and any documents referred to therein; and

RESOLVED FURTHER, that, in addition to the specific authorization in the foregoing resolutions, any officer of the Corporation, and each of them, is hereby authorized to take from time to time any and all such action and to execute and deliver from time to time any and all further papers, instruments, requests, receipts, applications, reports, certificates and other documents as may be deemed necessary or advisable in the opinion of any such officer to effectuate, consummate and comply with the purpose and extent of the foregoing resolutions.

FIFTH: No other approvals of the Section 253 Merger are required under California or Delaware law.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned has executed and subscribed to this Certificate of Ownership on behalf of Cadence Design Systems, Inc. as its authorized officer and hereby affirms that this Certificate of Ownership is the act and deed of such corporation and that the facts stated herein are true.

DATED: April 19, 2002

CADENCE DESIGN SYSTEMS, INC.
a Delaware Corporation

By: *R. L. Smith McKeithen*
R. L. Smith McKeithen
Senior Vice President, General Counsel and
Secretary

STATE OF CALIFORNIA) ss.
COUNTY OF Santa Clara

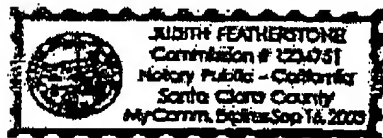
On April 19, 2002, before me, a Notary Public in and for said County and State, personally appeared R.L. Smith McKeithen, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the within instrument such person, or the entity upon behalf of which such person acted, executed such instrument.

WITNESS my hand and official seal.

[Seal]

Signature: *Judith Featherstone*

Name: Judith Featherstone
(Notary Public)



My Commission Expires: 9-16-03